GOVERNMENT OF MYSORE

FOOD, CIVIL SUPPLIES AND LABOUR DEPARTMENT (LABOUR)

Labour Dispute.—Industrial Dispute between the Workmen and the Management of Bangalore Firebricks and Tile Works, Magadi Road, Bangalore-23.

Award of the Additional Industrial Tribunal, Bangalore—published.

Read the following papers :

(i) Letter A.I.T. No. 1260—68-69 dated the 13th December 1968 from Shri R. V. Kollali, Presiding Officer, Additional Industrial Tribunal, Bangalore.

BEFORE THE ADDITIONAL INDUSTRIAL TRIBUNAL IN MYSORE, BANGALORE.

Dated 12th December 1968.

PRESENT :

Sri R. V. Kollali, B.A., LL.B., *Presiding Officer.*

A.I.D. No. 32 of 1968.

I Party—

The Workmen of the Bangalore Firebricks and Tile Works, Magadi Road, Bangalore-23.

Vs.

II Party—

The Management of the Bangalore Firebricks and Tile Works, Magadi Road, Bangalore-23.

REFERENCE :

(Government Order No. FCL 519 LLD 68, dated 8th October 1968)

AWARD

By Reference No. FCL 519 LLD 68, dated 8th October 1968, the Government of Mysore referred the dispute between the Workmen and the Management of Bangalore Firebricks and Tile Works, Magadi Road, Bangalore-23, under Section 10(1) (*d*) of the Industrial Disputes Act, 1947, for adjudication on the following points :—

"Are the Workmen of Bangalore Firebricks and Tile Works, Magadi Road, Bangalore-23, entitled to the following demands or to any other relief ?

(1) The rate of payment of charges to Firewood Brokers shall be Rs. 8 per ton instead of the existing rate of Rs. 3-75 Paise with immediate effect.

(2) The firewood brokers shall be paid Rs. 8 per one ton on every paid holidays, etc.

(3) 10 per cent of gross earnings for the year 1966-67 as bonus including 4 per cent which the management have already paid.

(4) The rate of sorter shall be Rs. 1-25 Paise for every 1,000 tiles sorting as against the present rate of 0.75 Paise per 1,000 tiles.

(5) The following workers who are skilled and are capable of all round work shall be paid at Rs. 3-50 per day inclusive of D.A. with effect from 1st September 1967.

(i) Peer Khan, (ii) Narasimhaiah, (iii) Arumugam, (iv) Kharim, (v) Govindappa, (vi) Subramani, (vii) Narasa, (viii) Masthaiah and (ix) Lalkhan.

Notices of this case were sent to both the Parties. The I Party, *i.e.*, the workmen were represented by Sri I. Maridas, President, Bangalore District Potteries, Tile and Ceramic Industries Workers Union, Yeswantpur, Bangalore-22. On behalf of the II Party, Sri B. R. Puttananjappa, Honorary Secretary, Mysore State Employers' Association, Bangalore, appeared under an authorisation by the Management.

3. The matter was posted for the claim statement of the I Party workmen. On that day, instead of claim statement being filed, both the parties filed a Joint Memo of Settlement. Both the parties accepted that they had settled the dispute in terms of the Joint Memo and that an Award be passed in terms thereof.

4. The first point referred to relates to the claim by the workmen for payment of Rs. 8 per ton, instead of Rs. 3-75 paise which is the existing rate. On this particular item of dispute, the parties have agreed that the payment shall be at the rate of Rs. 4-50 Paise per ton of Firewood cut and split by the firewood suppliers. The agreement, therefore, brings in an addition of Rs. 0-75 Paise per ton to the workers and as per the Joint Memo, they are satisfied with this increase. Under the second point, the dispute related to the claim of the firewood splitters for payment of Rs. 8 per ton on every paid holidays. The parties have now agreed that the splitters will be paid at the rate of their average earnings on the paid-holidays which is a satisfactory solution of the dispute. The third point of dispute related to the claim of the workmen for bonus at 10 per cent of the Gross Earnings for the year 1966-67 including 4 per cent which the management has already paid. On this item of the dispute, the

parties have accepted the 4 per cent bonus which the Management had already paid to the workers on the ground that the year 1966-67 had been one of loss for the II Party. The parties having agreed that the II Party had suffered a loss during the particular year, the claim for the increased bonus could hardly been substantiated by the I Party. They have accordingly accepted what they had been paid. That would be fair solution of this particular item of dispute. Under the fourth point of dispute, the I Party had claimed the payment of Rs. 1-25 Paise for every 1,000 tiles sorted to the sorters as against the rate of Rs. 0-75 Paise per 1 000 tiles. On this item, the parties have agreed that a sorter would be paid at the rate of Re. 1 for 1,000 tiles. This represents an increase of Re. 0-25 Paise in the payment to the sorters. It is a reasonable settlement. It is also to be noted that according to the Joint Memo a sorter was, as a matter of fact, being paid at the rate of Re. 1 per 1,000 tiles and that payment is agreed to be as in full satisfaction of the payment under the fourth point. Under the fifth point, the claim related to the case of 9 skilled workers in whose favour a wage of Rs. 3-50 per day inclusive of D.A. with effect from 1st September 1967 had been claimed. Of the 9 workmen, Sl. No. 5, Govindappa, Sl. No. 6, Subramani and Sl. No. 7 Narasa, are no longer in the service of the II Party, and therefore, it has been agreed between the parties that they are not entitled to any enhanced wages. With respect to Sl.No. 2 Narasimhaiah and Sl.No. 9, Lalkhan, the parties have agreed that they are not entitled to any enhancement over the present wages. This is probably due to the fact that these two are not skilled workers capable of all-round work. In regard to Sl.No. 8, Masthiah the parties have agreed that his wage be at Rs. 3 per day. In regard to the remaining three persons, they have agreed that the wage shall be at Rs. 3-25 per day. They have also accepted that all the increased wages agreed to herein above shall be with effect from 1st October 1968. It is obvious that the Parties have considered the case of each individual workman under point No. 5 and agreed to different things in regard to each one of them on the basis of a fair appraisal of the efficiency and capacity of each one of them. The three persons who are not in service have naturally been excluded, the settlement, therefore, is also reasonable and fair.

5. The Parties have also agreed that the marginal payments required to be made in view of the settlement would be made by the Management before 31st December 1968, *i.e.*, at the end of the current month. They have also agreed that the above settlement shall be in full and final settlement of the dispute referred to for adjudication. They have prayed that the parties shall bear the respective costs. Above all the Parties have agreed that for one year from now, there shall not be any dispute raised, which in my view, is very important for a healthy climate in the Industry. I, therefore, accept the settlement as being voluntary,

fair and reasonable and conducive to a peaceful industrial climate in the industry. I, therefore, make this Award in terms of the Memo of Settlement, dated 9th December 1968. I pass the following Award

AWARD.

Award is passed in terms of the Memorandum of Settlement, dated 9th December 1968 filed by the Parties and the Memorandum of Settlement, dated 9th December 1968. I pass the following Award.

R. V. KOLLALI,
Presiding Officer,
Additional Industrial Tribunal,
Bangalore.

Dated: 12*th December* 1968